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MEMORANDUM OF UNDERSTANDING BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF AUSTRALIA CONCERNING DEFENSE COMMUNICATIONS SERVICES

The Government of the United States of America and the Government of Australia, ("the Participants"):

RECOGNIZING that the exchange of notes constituting an agreement between the Government of the United States of America and the Government of Australia concerning certain mutual defence commitments done at Sydney on December 1, 1995 (Chapeau Agreement) applies to this memorandum of understanding (MOU);

RECOGNIZING the value of sharing information to achieve common goals, the importance of timely dissemination of information to gain strategic advantages, and that mutual cooperation and the sharing of resources bring financial and logistical advantages;

NOTING the Australian Defence Communications System (ASDCS) and the United States Global Information Grid (USGIG) presently exchange formal message traffic between the ASDCS Defence Integrated Secure Communications Network (DISCON) and the USGIG Defense Message System (DMS);

NOTING the Australian Defence Force and the US Department of Defense currently share information through a classified e-mail service and that the emerging trend to share application (e-mail with attachments, imaging and video) data outside of the formal messaging service will continue;

NOTING that with possible changes in the type and format of information shared together with further advances in technology the existing telecommunications trunks, circuits, channels, and services between the ASDCS and the USGIG are likely to be altered during the life time of this MOU;

DESIRING TO RECORD ARRANGEMENTS for further cooperation relating to the establishment, assignment, utilisation, practises, procedures, and payment for telecommunications services shared or provided between the USGIG and the ASDCS.

HAVE MUTUALLY DETERMINED AS FOLLOWS:

Commonwealth of Virginia
County of Arlington

On this 31st day of March, 2006, I certify that this is a true copy of the above entitled document, the original of which is on file in the Office of the General Counsel, Defense Information Systems Agency, P.O. Box 4502, Arlington, Virginia, 22204-4502.

My Commission Expires September 30, 2006

Sandy L. Carine

Sandy L. Carine, Notary Public

SECTION I: SCOPE

1. The Government of the United States, the Government of Australia, and the Government of New Zealand (NZ) have existing telecommunications channels and services (defined as the SIMPSON System) between the USGIG, the ASDCS, and the New Zealand Defence Communications Systems (NZDCS). This MOU covers these circuits and channels between the United States of America (US) and Australia (AS) and the equipment associated in the delivery of services across these circuits and channels. This agreement also covers the existing teletype (TTY) circuit between the Pentagon National Gateway Center and the Australian Embassy in Washington, DC.

2. The following communications understandings remain in effect and are listed for purposes of identification and completeness. The understandings are essentially concerned with tactical and contingency communications, which would not normally transit the general-purpose military networks of Australia and the United States. Any amendment or cancellation of these listed understandings has no bearing on this MOU.

a. "Communications in the Southern Hemisphere, 15 July 1970, with attachment, AUS-CAN-UK-US NASVCOM's W-4.0/PSG 149 Annex A", 24 November 1971.

b. "Agreement between the Government of Australia and the Government of the United States of America concerning Security Measures for the Protection of Classified Information", which entered into force on 7 November 2002.

c. "Security Procedure for Industrial Operations between the Department of Defence of Australia and the Department of Defense of the United States" which entered into effect on 15 August 1966.

3. The following communications agreement is concerned with the Government of the United States/Government of New Zealand responsibilities for the SIMPSON System. Any amendment or cancellation will require a bilateral review of the operational, technical, and funding arrangements set out in the Annexes of that Agreement:

a. Agreement between the US Department of Defense and the NZ Defence Force Concerning Defense Communications Service, 18 November 1992.

SECTION II: RESPONSIBILITIES ORGANIZATIONAL AND TECHNICAL

1. The Director, Defense Information Systems Agency (DISA), and the Commander Defence Network Support Agency (COMD DNSA), on behalf of the US Department of Defense (USDOD) and AS Department of Defense

(ASDOD), respectively, will be the authorities responsible for the implementation of this MOU. The development of any further technical and operational proposals and procedures for telecommunications services that result from this MOU will be accomplished through close liaison and consultation between these persons.

2. The Commander (CDR), Defense Information Systems Agency, Pacific Area (DISA-PAC), acting as Executive Agent on behalf of the Director, DISA, and the Director Network Operations (DNO), acting as the Australian Operational Authority, are authorized to coordinate those changes affecting the technical, operational, and funding arrangements set forth in the Annexes to this MOU. Coordinated changes will be submitted to the Director, DISA, who has the authority to amend the Annexes of this MOU for the Government of the United States and to DNO, who has the authority to amend the Annexes of this MOU for the Government of Australia.

3. This MOU includes Annexes A through F, attached, covering technical arrangements, communications practices and procedures, postal and message addresses, leasing arrangements, restoration plan, and funding.

4. Direct coordination between the United States and Australia telecommunications stations is authorized and encouraged. Written or electronic correspondence, formal messages, or personal visits may accomplish this coordination; keeping CDR DISA-PAC and DNO advised. The message and postal addresses of United States and Australia authorities concerned are in Annex C.

SECTION III: IMPLEMENTATION

1. Each Participant has overall responsibility for its own communications system, for each of the component parts of that system and for fulfilling its own communications requirements. This responsibility includes:

a. Carrying out and bearing the cost of procurement, installation, operation, and maintenance of equipment required as laid down in the Annexes; and

b. Acquiring and bearing the cost of any services (such as leased circuits) required.

2. The Participants recognise, however, that each will require the assistance of the other in carrying out tasks for which it is responsible. Therefore, the annexes to this MOU, which are integral parts of this MOU, set out in detail the specific resource responsibilities for the circuits and terminal equipment involved in this MOU and the network management methodology that is agreed to between the parties. The assignment of resource responsibilities in Annex A and B is intended only to establish which Participant to the MOU will perform the assigned task. The overall cost of performing each task will still be borne by the Participants for whose communications system the task is performed.

3. The Participants recognise that the USDOD and/or the ASDOD will provide certain equipment for use in the other's communications network. The Participants will enter into a lease to govern the provision of the equipment, if appropriate.

4. The Participants recognise that the USGIG is dependent on leased commercial circuits for its operations in Australia. The United States will contract separately for the provision of these services. The United States may contract directly with the commercial communications carriers or alternatively, the United States may use the procedures outlined in Annex D to this MOU.

5. The Participants recognise that for the circuits that they own and for which they are responsible, they may use the commercial and defence bearers of the other Participant. The Participants recognize that in such instances, the Participant on whose soil the bearer transits will manage those bearers. Accordingly, the transit-bearing Participant will manage the bearers and the circuit-owning Participant will fund the service. Either Participant can at its discretion opt to vary the provisions of this paragraph by providing 90 days written notice to the other Participant.

6. The communications channel assignments and bandwidth allocation arrangements applicable to the US-AS cooperation under this MOU are contained in Annex A and its appendices, which specify resource responsibilities and detailed channelization of the designated trunks/circuits, as well as control responsibilities and operational procedures.

7. Handling arrangements for the transmission of defense communications between the record networks of the USDOD and the ASDOD under the provisions of this MOU are contained in Annex B. The appendices to Annex B identify the designated transfer stations and specify the technical details and resource responsibilities to carry out this MOU.

8. The Participants recognise that the implementation of this MOU is subject to the laws of Australia and the United States and the authorization and appropriation of funds.

SECTION IV: FUNDING

1. The Participants have entered into this MOU with the understanding that the exchange of telecommunications support and related supplies and services to be undertaken pursuant to this MOU will be an exchange of equivalent value and that there consequently will be no requirement for monetary payments. If actual practice demonstrates that the value of the telecommunications support and related supplies and services being exchanged is not equivalent, then the Participants shall negotiate to adjust the arrangements so that the values remain substantially equivalent. If such adjustment is not possible, then any accrued credits or liabilities resulting from an unequal exchange of telecommunications support and related supplies and services during the term of this MOU shall be liquidated by direct payment to the Participant having provided the greater amount of communications support and related supplies and services.

2. Each Participant will bear the costs of operations and maintenance of its own telecommunications system and of meeting its own telecommunications requirements including those costs associated with the use of the other Participant's telecommunications system.

3. Each Participant will reimburse the other Participant for the costs of access to and use of the supplying Participant's communications systems beyond the scope of the SIMPSON system. Services performed by one Participant on behalf of the other will be reimbursed in an amount mutually determined by the Participants.

4. Detailed funding arrangements pertinent to this MOU are set out in Annex F.

SECTION V: SECURITY

1. All classified information or material exchanged between the Participants pursuant to this MOU will be protected under the terms and provisions of the "Agreement between the Government of Australia and the Government of the United States of America concerning Security Measures for the Protection of Classified Information" which entered into force on 7 November 2002 and the "Security Procedure for Industrial Operations Between the Department of Defence of Australia and the Department of Defense of the United States" which entered into effect on 15 August 1966 and to any successor agreements or arrangements on this subject which may be entered into between the Participants.

2. The US Participant will exercise the same precautions in handling ASDOD record traffic as that used in handling USDOD record traffic within the Defense Message System (DMS). The AS Participant will exercise the same precautions in handling USDOD record traffic as that used in handling ASDOD record traffic within the DISCON.

SECTION VI: RELEASE OF INFORMATION TO THE PUBLIC

1. The release of information (formal releases or answers to queries) to the press or public concerning the arrangements and activities resulting from this MOU will not occur before consultation between the Participants. Questions addressed to one Participant, concerning the activities of the other will be referred to the other Participant.

2. Each Participant will take all appropriate lawful steps available to it to keep information exchanged in confidence under this MOU free from disclosure under any legislative provision unless the other consents to such disclosure.

3. To assist in providing the desired protection, each Participant will mark such information furnished to the other with a legend indicating the country of origin, the security classification, the conditions of release, and the fact that the information relates to this MOU and that it is furnished in confidence.

4. Unclassified information provided by either Participant to the other in confidence and information produced by either Participant pursuant to this MOU requiring confidentiality, will be safeguarded in a manner that ensures its proper protection from unauthorised disclosure.

SECTION VII: LIABILITY AND CLAIMS

1. Claims arising under this MOU will be dealt with in accordance with paragraph 1 of the Chapeau Agreement.

1.1 The Participants will share any costs required to be shared under subparagraph 1(b)(ii) of the Chapeau Agreement on the following basis:

1.1.1 Where responsibility for the damage, loss, injury or death, can be specifically attributed to one Participant, the cost of handling and settling the claim will be the sole responsibility of that Participant;

1.2.2 Where both Participants are responsible for the damage, loss, injury, or death, the cost of handling and settling the claim will be apportioned between the Participants based on their degree of responsibility for the damage, loss, injury, or death; and

1.3.3 Where it is not possible to attribute responsibility for damage, loss, injury, or death, the cost of handling and settling the claim will be distributed equally between the Participants.

2. The Participants will share any costs required to be shared under subparagraph 1(b)(iv) of the Chapeau Agreement on the following basis:

2.1 For Contracts where one Participant contracts solely on its own behalf, the Participant awarding the Contract will pay the cost of claims arising under that Contract;

2.1.1 For Contracts where one Participant contracts on behalf of the other Participant, the Participant on whose behalf the Contract was awarded will pay the cost of claims arising under that Contract. The contracting Participant will not indemnify Contractors against third party liability claims, unless otherwise mutually determined; and

2.1.2 For Contracts awarded on behalf of both Participants, the cost of claims arising under such Contracts will be shared in the same proportions as costs are shared in the applicable follow-on arrangement. The contracting Participant will not indemnify Contractors against third party liability claims, unless otherwise mutually determined.

SECTION VIII: DISPUTES

Any disagreement regarding the interpretation or implementation of this MOU will be resolved by consultation between the Participants and will not be referred to an International Tribunal or third party for settlement.

SECTION IX: ENTRY INTO EFFECT, TERMINATION, AND REVIEW

1. This MOU will come into effect on the date of last signature.

2. This MOU will remain in force for a period of 5 years from the date of signature except that within that period it may be terminated upon either Participant giving 90 days written notice of termination to the other Participant or sooner by mutual determination.

3. Each Participant will bear its own costs resulting from the termination of this MOU in addition to any SECTION IV, Paragraph 1 liabilities.

4. The Participants will review this MOU annually. Changes affecting the technical, operational, and funding arrangements set out in the Annexes may be made to the Annexes without renegotiation of the basic MOU.

5. The responsibilities and obligations of the Participants in relation to Sections 5, 6, and 7 shall continue to apply irrespective of termination of this MOU.

Signed In Duplicate, on the:

day of , 2005 day of , 2005

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA		FOR THE GOVERNMENT OF AUSTRALIA	
Signature:	Charles E Croom	Signature:	
Name:	Charles E. Croom, Jr.	Name:	Air Vice-Marshal J.G. MONAGHAN
Title:	Lieutenant General, USAF	Title:	Chief Information Officer
Agency:	DISA	Agency:	CIO Group Australian Department of Defence
Date Signed:	30 March 2006	Date Signed:	16 December 2005
Place Signed:	Arlington, Virginia	Place Signed:	Canberra.

ACRONYMS

ACP	Allied Communications Publication
ACT	Australian Capital Territory
AS	Australia
ASDCS	Australian Defence Communications System
ASDOD	The Department of Defence of Australia
ASNIC	Australian National and International Carrier
AUTODIN	Automatic Digital Network
BPS	Bits per Second
CAP	US Defense Message System Component Approval Process
CCO	Communications Control Offices
CIOG	Chief Information Officer Group
COMD DNSA	Commander Defence Network Support Agency
CSIG	Corporate Services and Infrastructure Group (AS)
DCS	Defense Communications System
DNO	Director Network Operations (AS)
DISA-PAC	Defense Information Systems Agency, Pacific Area (US)
DISCON	Defence Integrated Secure Communications Network (AS)
DMS	Defense Message System (US)
DNOC	Defence Network Operations Centre (AS)
DNSA	Defence Network Support Agency
DSC/ACT	DISCON Switching Centre ACT
DSC/NSW	DISCON Switching Centre NSW
GIG	Global Information Grid
GNSC	Global Netops Support Center
HI	Hawaii
ITU	International Telecommunication Union
JANAP	Joint Army, Navy, and Air Force publication (US)
LSTDM	Low Speed Time Division Multiplexer
MSOUT	Message Switch Out
NCS	National Communications System (US)
NS/EP	National System and Emergency Preparedness
NSW	New South Wales (AS)
NTU	Network Terminating Unit
NZ	New Zealand
NZDCS	New Zealand Defence Communications Systems
TCF	Technical Control Facility

TDMPS	Time Division Multiplex Package System
TDMS	Time Division Multiplex System
TNC	Theatre Netops Center
TSO	Telecommunications Service Order
TSP	Telecommunications Service Priority
TSR	Telecommunications Service Request
US	United States
USA	United States of America
USDOD	United States Department of Defense
USIC	US International Carrier

ANNEX A TO
US/AS MOU CONCERNING
DEFENSE COMMUNICATIONS SERVICES

TECHNICAL ARRANGEMENTS
SIMPSON PHASE III

1. Purpose. The purpose of this Annex is to set forth the technical arrangements relating to the assignment, utilisation, and specification of communication channels. Paragraphs 2 to 9 inclusive focus on the requirements for legacy systems. Paragraphs 10 onwards focus on packet and cell-based information technologies.

2. Trunks/Circuits Included in this MOU:

   a. Technical arrangements for the following trunks/circuits are included in this annex with capacities as detailed in appendices:

      (1) Circuits in accordance with the approved system diagram.

      (2) Restoration Plan: Provided at Annex E.

      (3) Landlines: AS Embassy, Washington D.C. - Pentagon, Washington, D.C.

   b. Permanent changes to trunks/circuits will be the subject of an appendix to this annex (see paragraph 4 for changes to channels).

3. Equipment Compatibility:

   a. No alterations of equipment that will affect compatibility will be made without mutual consent between the Participants.

   b. DNSA will assist DISA, working with CDR DISA-PAC, to determine AS commercial interface requirements.

   c. All new messaging interface equipment will comply with US DMS Component Approval Process (CAP) prior to connecting to DMS. At DISA request, the ASDOD will assist in conducting DMS-CAP functionality testing which includes the AUTODIN Category III Test in accordance with DISAC 370-D195-3, "DCS AUTODIN Category III Certification Test", to validate compatibility of the terminal equipment with the network. DISA will, in turn, provide advanced notification of any non-transparent changes to the operation of the DMS.

4. Allocation and Change Procedures

a. The channelization of the trunks referred to in paragraph 2 above will be as set forth in the System Diagram. CDR DISA-PAC and COMD DNSA will exchange channelization TSOs at appropriate intervals.

b. Permanent changes to channelization affecting circuits between United States/New Zealand, United States/ Australia and Australia/New Zealand will be by agreement between DNSA and DISA through CDR DISA-PAC. COMD DNSA will assume channel manager responsibilities in Australia for circuit/channel cross-connects to the AS to NZ time division multiplex package system (TDMPS). This will be effected by the Australian manager submitting narrative channelization change requests to DISA-PAC, informing New Zealand. DISA-PAC will generate feeder TSR/TSO.

c. Spare system capacity, either existing at the time this MOU becomes effective or created as a result of subsequent system expansion, will be made equitably available on a reimbursement basis to either Participant (or as a shared cost for joint requirements) as valid requirements are identified.

d. DISA will provide DNSA with any required DISA circulars (DISAC).

e. The concerned terminating communications stations may arranged short-term allocation (not to exceed 30 days) of spare channels. If such short-term allocations are required to be extended beyond 30 days, telecommunications service request (TSR) action is to be initiated to formalise the circuit.

f. Nothing in this Annex will be interpreted to prevent emergency arrangements or pre-emption to satisfy urgent channel requirements. Any such emergency arrangements must be formalised by specific after-the-fact confirmation by DNSA and DISA through CDR DISA-PAC.

g. Following approval and installation of a new service, acceptance testing will be carried out to ensure that the installation and operation of these circuits meet operational requirements.

5. Restoration Priorities:

a. In the event of telecommunications failure, restoration actions will be accomplished in accordance with the restoration plan developed by DNSA and DISA through CDR DISA-PAC.

b. For commercial lease trunks/circuits the US international carriers (USICs), in coordination with AS national and international carriers (ASNICs), will be responsible for ensuring prompt restoration of

eliminate recurring problems. The Participants will, when necessary, ensure that provisions to this effect are included in any contracts for the commercial lease of trunks/circuits entered into with USICs and ASNICs.

c. For the leased lines within the United States, GNSC will be responsible for coordinating restoration keeping AS NOC informed. In the event of failure of US bearers TNC in Hawaii will coordinate restoration of the bearers keeping AS NOC informed.

d. For the leased lines within Australia, AS NOC will be responsible for restoration of services keeping TNC informed. In the event of failure of AS bearers AS NOC will coordinate restoration of the bearers keeping TNSC informed.

e. In the event of a Participant not being able to remotely manage a device for which it is normally responsible for managing the other Participant will assist at the direction of the Participant that is normally responsible for its management.

6. Circuit Specifications:

a. DISA has the requirement for end-to-end technical sufficiency for all circuits regardless of method of leasing or the number of agencies and carriers involved in providing the service.

b. DISA, in coordination with ISB, will specify end-to-end criteria and monitor establishment of the trunks/circuits identified in the system diagram and TSOs. Once a leasing action is initiated, each Participant will take appropriate measures to ensure that the installation and operation of these circuits meet operational requirements.

c. ISB and DISA recognise that the USICs or the ASNICs, whichever is DISA's contractor for transoceanic leased trunks/circuits, will be responsible for end-to-end technical sufficiency.

d. ISB will provide DISA with AS circuit numbers and other general information for record purposes that may aid the joint operation and coordination process. DISA will provide ISB with US circuit numbers and other general information for record purposes that may aid the joint operation and coordination process.

e. Leased circuits will be specified, in terms of International Telecommunication Union - Telecommunication Sector (ITU-T) specifications, and any departures from these will be clearly described during ordering. Variations from ITU-T specifications will be on a mutually determined basis. Restoration of leased services

will be the responsibility of the USICs in accordance with the *Telecommunications Service Priority* (TSP) System for the National System and Emergency Preparedness (NS/EP) as prescribed in the National Communications System (NCS) Directive 3-3.

f. The Communications Control Office (CCO) will schedule periodic end-to-end quality control tests on circuits and trunks in accordance with DISAC 310-70-1, "DCS Technical Control Operational Policies and Procedures", and in accordance with DISA-PAC Supplement 1, "Operational Policies and Procedures for DCS FCO/NCO's and TCF/PTF's."

7. Operating Condition and Constraints:

a. The mutually determined restoration path (outlined in Annex E) will be maintained in a condition that will permit immediate activation by terminal stations without referral to higher authority in the event of an outage to the US-AS TDMS leased circuit or when otherwise required. Periodic tests of this restoration path will be arranged between the terminating stations to be conducted at least monthly for a 72-hour period, with an objective of terminating all identified traffic channels within 30 minutes from the time the test is commenced.

b. Neither Participant to this MOU will deny telecommunications service to the other during exercises as a means of simulating actual failures, unless mutually determined in advance.

c. DISA may suspend, in whole or in part, intra-USGIG telecommunications services provided to ASDOD under the terms of this MOU and Annexes thereto, and ASDOD may suspend, in whole or in part, intra-Australia telecommunications services provided to the USDOD under the terms of this MOU and Annexes thereto, in order to meet the requirements of a US or Australian emergency or disaster.

8. Network Management:

a. This US–AS MOU recognises the merit and practicality of defining the geographical and management responsibilities for bearers and equipment used in delivering services (data) between the countries. The following considerations are considered as fundamental in the successful implementation of this MOU:

(1) AS owned and managed on AS soil;

(2) AS owned and managed remotely on US soil;

(3) AS owned and US managed on US soil;

(4) US owned and managed on US soil;

(5) US owned and managed remotely on AS soil;

(6) US owned and AS managed on AS soil;

(7) Internationally leased lines;

(8) Commercial leased and defence owned bearers on AS soil; and

(9) Commercial leased and defence owned bearers on US soil.

b. The Participants recognise that through the use of the remote management capability available on certain equipment that the Participant responsible for the maintenance of that equipment will perform that maintenance remotely as a part of policy wherever possible. Where it is not possible for an owning Participant to remotely manage a resource the other Participant will assume responsibility for the maintenance. The division of responsibilities between the Participants is further delineated in Annex B of this MOU.

9. Reporting:

a. Each terminal station will be responsible for reporting on the trunk it terminates in accordance with its own national instructions. The USGIG stations will be regarded as the reported-on stations by the ASDCS stations and vice versa.

b. Mutual assistance between CDR DISA-PAC and DNSA will include, but not be limited to, the following:

(1) Exchange of current information on the operational status of telecommunications facilities of common interest.

(2) Prompt notification of interruptions and significant changes when available and relevant, for example, facility releases for pre-planned outages, outages due to natural or man-made disasters and impending labour strikes.

c. Each NOC will actively monitor the trunk and circuit paths being responsible for the reporting failures on their receive path and informing the other station of failures and restoration progress.

d. Each NOC will be responsible for reporting on the trunk it terminates in accordance with its own national instructions. The USGIG stations will be regarded as the reported-on stations by the ASDCS stations and vice versa.

10. Control:

a. The major technical control responsibility for each trunk will be vested in a designated CCO. The CCO responsibilities are delineated in paragraph 4 of Appendix 4 to Annex A.

b. Control of circuit tail segments and subscriber equipment will be the responsibility of the respective serving TCF.

c. TCF designation of each trunk will be achieved by consultation between the national stations at each termination of that trunk. The TCF for each circuit and trunk will be designated in paragraph 2H of the TSO.

11. Management of Packet/Cell-Based Technologies: The purpose of the following subparagraphs is to set forth the technical arrangements relating to the establishment and maintenance of the trunks, bearers, circuits, and bandwidth that utilise packet or cell-based technologies referred to under this MOU:

a. Trunk and Project Circuit Specifications: Technical arrangements for the following trunks and bearers are detailed in the Project Simpson Approved System Diagram and included in this Annex:

(1) International NCTAMS PAC Wahiawa–NAVCOMSTA Canberra ATM trunk.

(2) Australia – leased and defence lines; and

(3) United States – leased and defence lines.

b. Circuit and Channel Specifications: Technical, logistical, and configuration details for services carried on the Simpson trunk are detailed in individual appendices to this annex.

c. Equipment:

(1) No installation of new or additional equipment will be made without consent between of the Participants;

(2) No alterations to equipment configuration will be made without consent of the Participants;

(3) Both Participants will provide assistance and advice to the other if appropriate to ensure industry and commercial interface requirements are maintained where required; and

(4) Technical responsibility and configuration of specific equipment is listed in the appendices.

d. Maintenance Responsibilities:

(1) Each Participant is responsible for maintaining its own equipment. Through the use of remote management capabilities available on certain equipment the owning Participant responsible for the maintenance will manage the equipment remotely wherever possible.

(2) Where it is not possible to remotely manage a resource of one Participant, the other Participant will assume responsibility for managing and maintaining the equipment in accordance with the appropriate requirements. Appendices detail specific maintenance responsibilities of major equipment.

(3) TNC will be responsible for ensuring US commercial and defence bearers are available for reliable data delivery within the United States.

(4) ISB will be responsible for ensuring commercial and defence bearers are available for reliable delivery of data within Australia.

(5) The services referred to in this MOU will be as set forth in the System Diagram.

(6) Responsibility for amending and maintaining system diagrams will be held by ISB, and

(7) ISB will audit system diagrams annually in October to ensure their currency. Factual updates to the diagrams do not constitute a change to this MOU.

e. Restoration of Services:

(1) For commercial leased trunks/circuits, the USICs, in coordination with ASNICs, will be responsible for ensuring prompt restoration of service when interruptions occur and for corrective actions that eliminate recurring problems. The Parties will, when necessary, ensure that provisions to this effect are included in any contracts for the commercial lease of trunks/circuits entered into with USICs and ASNICs.

(2) For the leased lines within US, GNSC will be responsible for coordinating restoration keeping AS DNOC informed in the event of failure of US bearers. TNC in Hawaii will coordinate restoration of the bearers keeping AS DNOC informed.

(3) For leased lines within Australia, AS DNOC will be responsible for restoration of services keeping GNSC informed. In the event of failure of AS bearers, AS DNOC will coordinate restoration of the bearers keeping TNC informed.

(4) In the event of a Participant not being able to remotely manage a device for which it is normally responsible for managing, the other Participant will assist at the direction of the Participant that is normally responsible for its management.

f. Change Process:

(1) Permanent changes to channelization affecting services/circuits between United States/Australia, United States/New Zealand and Australia/New Zealand will be by agreement between ISB and DISA through CDR DISA-PAC. AS DNOC will assume channel manager responsibilities in AS for circuit/channel cross-connects to the AS/NZ TALISMAN trunk. This will be effected by the AS manager submitting narrative channelization change requests to DISA-PAC, informing NZ. DISA-PAC will generate feeder TSR/TSO.

(2) Spare system capacity, either existing at the time this MOU becomes effective or created as a result of subsequent system expansion, will be made equitably available on a reimbursement basis to either Participant (or as a shared cost for joint requirements) as valid requirements are identified.

(3) DISA will provide ISB with any required DISA Circular.

(4) The concerned terminating communications station may arrange short-term allocation (not to exceed 30 days) of spare capacity. If such short-term allocations are required to extend beyond 30 days, TSR action is to be initiated to formalise the circuit.

(5) Following approval and installation of a new service acceptance testing will be carried out to ensure that the installation and operation of these circuits meet operational requirements.

(6) Nothing in this Annex will be interpreted to prevent emergency arrangements or pre-emption to satisfy urgent channel requirements. Any such emergency arrangements must be formalised by specific after-the-fact confirmation by ISB and DISA through CDR DISA-PAC.

g. Monitoring and Reporting:

(1) Each NOC will actively monitor the trunk and circuit paths being responsible for the reporting of failures on their receive path and informing the other station of failures and restoration progress.

(2) Each NOC will be responsible for reporting on the trunk it terminates in accordance with its own national instructions. The USDCS stations will be regarded as the reported-on stations by the ASDCS stations and vice versa.

(3) Mutual assistance between CDR DISA-PAC and DNSA will include, but not limited to the following:

(a) Exchange of current information on the operational status of telecommunications facilities of common interest; and

(b) Prompt notification of interruptions and significant change when available and relevant, for example, facility releases for pre-planned outages, outages due to natural or man-made disasters and impending labour strikes.

h. Operating Conditions and Constraints: Neither Participant to this MOU will deny telecommunication services to the other during exercises as a means of simulating failures, unless mutually determined in advance.

i. Control

(1) The major technical control responsibility for each service will be vested in a designated CCO within the respective NOC. The CCO responsibilities are delineated in paragraph 4 of Appendix 4 to this annex.

(2) Control of circuit tail segments and subscriber equipment will be the responsibility of the respective serving TCF and/or NOC.

(3) TCF designation of each trunk will be achieved by mutual consultation between the national stations at each termination of that trunk. The TCF for each circuit and trunk will be designated in paragraph 2H of the TSO.

Appendices:

1. SIMPSON Project Approved System Diagram
2. Leased Lines in the SIMPSON Project
3. Carried Services on SIMPSON
4. Responsibilities – NORTEL Passports
5. Responsibilities – TDMS Equipment